

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA  
FRESNO DIVISION

In re	)	Case No. 17-11570-B-13
	)	
GREGGORY RYAN KIRKPATRICK,	)	DC No. MHG-3
	)	
Debtor.	)	

RULING ON OBJECTIONS TO CLAIM OF  
CHRISTOPHER CALLISON (CLAIM 8-2)

## INTRODUCTION

The Debtor started a recreational watercraft business. He bought boats and jet skis from an acquaintance who was in that business. The Debtor signed a Loan Agreement and Deed of Trust stating and securing his promises to pay the purchase price with the boats, jet skis and his residence.

Disputes arose. Payments stopped. Foreclosure began. This bankruptcy case was filed. The seller filed a proof of claim. The Debtor objects to a portion of that claim. The court agrees with the Debtor, in part.

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**PERTINENT FACTS**<sup>1</sup>

Christopher Callison and Perla Ivette Perez (collectively "Callison") owned and operated a recreational watercraft business. In May 2016, the boats and jet skis from Callison's business were purchased by Debtor, Greggory Ryan Kirkpatrick ("Debtor") or ("Kirkpatrick"). The parties documented the sale with a Loan Agreement and Deed of Trust.

The amount of the loan was \$160,000.00, payable by Kirkpatrick in consecutive monthly installments of \$1,500.00 per month beginning June 1, 2016 until paid in full. But, Kirkpatrick had to make "extra payments" of 65% of "net sales or \$1,500.00, whichever is greater" for the "peak" months of July, August and September on the first of August, September and October, respectively. No definition of "net sales" was included in the Loan Agreement. There were limits on deductions from "net sales" during the peak months: wages – \$2,500.00 per month; rent – \$400.00 per month. The Loan Agreement also required Kirkpatrick to maintain "full coverage insurance" on a 2011 Sanger V215 watercraft during the term of the loan and pay an annual insurance premium for the Sanger watercraft.

The Loan Agreement was secured by specified watercraft and Kirkpatrick's residence at 3913 E. Pontiac Way, Fresno,

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<sup>1</sup> The following are the court's findings of fact and conclusions of law under Fed. R. Civ. P. 52 made applicable to contested matters under Fed. R. Bankr. P. 7052 and 9014(c). If any of the following facts are deemed conclusions of law, the court adopts those facts as conclusions of law. If any of the following conclusions of law are deemed findings of fact, the court adopts those conclusions as findings of fact.

1 California.<sup>2</sup> The loan agreement also contained default  
2 provisions. As long as the loan was current, no interest would  
3 be charged. If a default occurred, interest would accrue:

4       Further, if the Lender declares the principal  
5       amount owing under this Agreement to be  
6       immediately due and payable, and the Borrower  
7       fails to provide full payment, interest at the  
8       rate of 10.00% per annum, calculated yearly not in  
9       advance, would be charged on the outstanding  
10      amount, commencing the day the principal amount is  
11      declared due and payable, until full payment is  
12      received by the Lender.<sup>3</sup>

13 The Loan Agreement also provided for "Costs:"

14       All costs, expenses and expenditures including,  
15       without limitation, the complete legal costs  
16       incurred by enforcing this Agreement as a result  
17       of any default by the Borrower will be added to  
18       the principal then outstanding and will  
19       immediately be paid by the Borrower.

20       When Kirkpatrick signed the Loan Agreement, he and Callison  
21       signed the Deed of Trust.<sup>4</sup> The Deed of Trust included an interest  
22       provision:

23       The Trustor (Kirkpatrick) agrees to pay Principal  
24       Amount with interest before and after maturity and  
25       before and after default at the rate of 0%  
26       calculated per annum and compounding annually,  
27       ("the interest rate").<sup>5</sup>

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28       <sup>2</sup> Kirkpatrick claimed at the trial that Callison never transferred legal  
title of the watercraft.

<sup>3</sup> Loan Agreement paragraph 6.

<sup>4</sup> The Deed of Trust and Loan Agreement were forms prepared by Callison.  
There was testimony at trial that each provision of both documents was  
discussed by Callison and Kirkpatrick before they were signed.

<sup>5</sup> Deed of trust paragraph 4.

1 The Deed of Trust also contained a provision for attorney's  
2 fees.<sup>6</sup>

3 Kirkpatrick paid Callison \$1,500.00 for the month of June,  
4 \$4,789.00 for the month of July, \$1,703.00 for the month of  
5 August, and \$1,500.00 for the month of September 2016. No other  
6 payments were made. During July and August 2016 Callison  
7 requested access to Kirkpatrick's computerized bookkeeping  
8 system to verify the "net sales" calculations. Callison thought  
9 that he was under paid based on his understanding of "net  
10 sales."<sup>7</sup> Both parties tried to meet to discuss Kirkpatrick's  
11 performance throughout that summer without success. Frustrated  
12 by a perceived lack of communication and missed payments, on  
13 October 19, 2016 Callison emailed a letter to Kirkpatrick  
14 demanding that Kirkpatrick "cure" all missed payments. The  
15 letter quoted provisions of the Loan Agreement permitting  
16 Callison to accelerate the obligation if the default was not  
17 "cured."

18 Having received either no or an unsatisfactory response,  
19 Callison recorded a Notice of Default starting non-judicial  
20 foreclosure proceedings on Kirkpatrick's residence on November  
21 23, 2016. Callison claimed that Kirkpatrick was in default for  
22 failing to pay "net sales" for the month of June through  
23 September, and all payments due from October 1, 2016 forward.  
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27 <sup>6</sup> Deed of trust paragraph 31.

28 <sup>7</sup> There is nothing in the Loan Agreement or Deed of Trust either  
defining "net sales" or requiring Kirkpatrick to provide access to data to  
verify "net sales."

1 Litigation ensued.<sup>8</sup> Kirkpatrick filed this Chapter 13 bankruptcy  
2 case (11 U.S.C. §§ 1301-1330) on April 24, 2017.

3 Callison filed a timely proof of claim and amended the  
4 claim a few months later. The amended claim is the subject of  
5 this objection. Kirkpatrick's Chapter 13 Plan was confirmed.<sup>9</sup>  
6 Kirkpatrick filed this objection September 8, 2017.<sup>10</sup>

7 The Callison claim is fully secured. The amount of the  
8 claim, \$160,875.11, is not in dispute. The claim also states an  
9 arrearage owed as of the petition date of \$37,332.11. This is  
10 disputed. The components of the arrearage claim are: \$10,500.00  
11 (7 months at \$1,500.00 per month); \$16,490.00 ("net sales" that  
12 were not paid); \$1,475.00 (property taxes Callison paid on the  
13 watercraft purchased by Kirkpatrick) and \$8,867.11 (10% interest  
14 through the date of the bankruptcy filing).

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16 **CONTENTIONS OF THE PARTIES**

17 Kirkpatrick contends he was never notified of Callison's  
18 election to accelerate the debt, so the condition for accruing  
19 interest never occurred. Kirkpatrick also claims that the Notice  
20 of Default that Callison recorded was incorrect and no fees or  
21 interest are due because the notice included an allegation that  
22 Kirkpatrick failed to pay the required "net sales" to Callison  
23 for June 2016 and June's sales are specifically excluded under  
24 the Loan Agreement. According to Kirkpatrick, Callison  
25 miscalculated the "net sales" figures. Kirkpatrick finally

26  
27 <sup>8</sup> Kirkpatrick filed a lawsuit against Callison and Callison's business  
28 A-1 Recreation, Inc. However the lawsuit was not pursued after Kirkpatrick  
filed bankruptcy.

<sup>9</sup> Document Number 171.

<sup>10</sup> Document Number 64.

1 contends that the Loan Agreement did not provide for  
2 Kirkpatrick's payment of taxes.

3 Callison contends that Kirkpatrick understood that he would  
4 have access to bookkeeping data in order to confirm the amount  
5 of "net sales" owed in the relevant months. He also contends  
6 that he was left with no choice but to pursue collection  
7 proceedings since Kirkpatrick allegedly failed to cooperate in  
8 meeting with him to resolve their disputes.

9 Neither party disputes that \$10,500.00 is a proper  
10 arrearage claim representing the unpaid monthly payments that  
11 had accrued at the time the bankruptcy was filed. So the amount  
12 in dispute is \$26,832.11.

#### 13 14 JURISDICTION

15 The bankruptcy court has jurisdiction pursuant to 28 U.S.C.  
16 §§ 1334 and 157(b)(2)(A) and (B).

#### 17 18 DISCUSSION

##### 19 **A. The bankruptcy claims process.**

20 A creditor asserts a claim in bankruptcy by filing a proof  
21 of claim. 11 U.S.C. § 501(a); Fed. R. Bankr. P. 3001, 3002.<sup>11</sup> A  
22 claim is "deemed allowed, unless a party in interest ...  
23 objects." § 502(a). If an interested party objects, the  
24 bankruptcy "court, after notice and a hearing, *shall* determine  
25 the amount of such claim ... and *shall* allow such claim in such  
26 amount ...." § 502(b) (emphasis added).

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<sup>11</sup> Unless specified otherwise, all chapter and section references are to  
the Bankruptcy Code, 11 U.S.C. §§ 101-1532, all "Rule" references are to the  
Fed. R. Bankr. P., and all "Civil Rule" references are to the Fed. R. Civ. P.

1 "A proof of claim executed and filed in accordance with  
2 [the Rules] shall constitute *prima facie* evidence of the  
3 validity and amount of the claim." Rule 3001(f). This  
4 evidentiary presumption is a rebuttable one. Litton Loan  
5 Servicing, LP v. Garvida (In re Garvida), 347 B.R. 697, 706 (9th  
6 Cir. B.A.P. 2006). To "defeat the claim, the objector must come  
7 forward with sufficient evidence and 'show facts tending to  
8 defeat the claim by probative force equal to that of the  
9 allegations of the proofs of claim themselves.'" Lundell v.  
10 Anchor Constr. Specialists, Inc., 223 F.3d 1035, 1039 (9th Cir.  
11 2000), quoting In re Holm, 931 F.2d 620, 623 (9th Cir. 1991).

12 "If the objector produces sufficient evidence to negate  
13 one or more of the sworn facts in the proof of claim, the burden  
14 reverts to the claimant to prove the validity of the claim by a  
15 preponderance of the evidence.'" *Id.* (quoting Ashford v. Consol.  
16 Pioneer Mortg. (In re Consol. Pioneer Mortg.), 178 B.R. 222, 226  
17 (9th Cir. B.A.P. 1995)). The ultimate burden of persuasion,  
18 thus, remains with the claimant. *Id.*

19 Whether an evidentiary presumption has been rebutted is a  
20 question of fact. In re Garvida, 347 B.R. at 703.

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22 **B. Arrearage claim components.**

23 Since \$10,500.00 of the arrearage claim is undisputed, the  
24 court will examine those components of Callison's arrearage  
25 claim that Kirkpatrick disputes.

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1 1. Interest.

2 Kirkpatrick challenges the interest Callison claims raising  
3 two arguments. First, Kirkpatrick contends that the "Ø"  
4 handwritten on the Deed of Trust form that he and Callison  
5 signed proves that the parties never intended interest to accrue  
6 even if there was a default. Alternatively, Kirkpatrick contends  
7 that if interest was to accrue upon acceleration, Kirkpatrick  
8 was not informed that Callison intended to accelerate, so the  
9 condition for interest accrual never happened. Second,  
10 Kirkpatrick argues that because the Notice of Default was  
11 incorrect by including a June 2016 "extra payment," California  
12 law supports a finding that Callison waived any right to  
13 interest. Neither argument is persuasive.

14 First, construction of the Loan Agreement and the Deed of  
15 Trust under California law supports accrual of interest upon  
16 Kirkpatrick's default and acceleration of the obligation.  
17 "'California recognizes the objective theory of contracts.'" Berman v. Bromberg, 56 Cal. App. 4th 936, 948; 65 Cal Rptr. 2d  
18 777 (1997), citing ACL Techs., Inc. v. Northbrook Prop. & Cas.  
19 Ins. Co., 17 Cal. App. 4th 1773, 1791 n.45; 22 Cal Rptr. 2d 206  
20 (1993) ["It is the objective intent, as evidenced by the words  
21 of the contract, rather than the subjective intent of one of the  
22 parties, that controls interpretation"]. Ordinarily, several  
23 contracts signed at the same time are to be construed together.  
24 Cal. Civil Code § 1642 (Deering 2018). It is a question of fact  
25 whether multiple contracts are intended to be elements of a  
26 single transaction under [Cal. Civ. Code] § 1642. Pilcher v.  
27 Wheeler, 2 Cal. App. 4th 352, 355; 3 Cal Rptr. 2d 533 (1992).  
28



1 Ordinarily, the note and trust deed or mortgage which are  
2 executed contemporaneously to secure payment of an existing debt  
3 constitute one contract, which instruments must be construed  
4 together. W. Fruit Growers, Inc. v. Sec. Title Ins. & Guarantee  
5 Co., 20 Cal. App. 2d 150, 153-54; 66 P.2d 742 (1937). See also  
6 Standard Wire & Cable Co. v. Ameritrust Corp., 697 F. Supp. 368,  
7 375 (C.D. Cal. 1988) (citations omitted). A note and Deed of  
8 Trust constitute one contract where they are part of the same  
9 transaction. Huckell v. Matranga, 99 Cal. App. 3d 471, 481; 160  
10 Cal. Rptr. 177 (1979) (citations omitted).

11 It is beyond cavil that the Loan Agreement and Deed of  
12 Trust in this case were signed at the same time. There is,  
13 perhaps, ambiguity between both documents as the Deed of Trust  
14 provisions dealing with interest can be read as evidencing no  
15 interest would accrue. However, this court finds that unlikely.  
16 The specific provisions of the Loan Agreement state the  
17 conditions for accrual of interest: default and the lender  
18 electing to accelerate. In construing both documents together,  
19 the logical conclusion is the Deed of Trust provision dealing  
20 with interest was surplusage since the Loan Agreement was  
21 specific.<sup>12</sup>

22 Kirkpatrick's alternative argument that even if interest  
23 was to be charged, he never received a notice that the

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25 <sup>12</sup> Since both contracts are to be construed according to California law,  
26 the court is also mindful of Cal. Civ. Pro. Code § 1859. "... when a general  
27 and particular provision [of an instrument] are inconsistent, the latter is  
28 paramount to the former. So a particular intent will control a general one  
that is inconsistent with it." The particular provision here is a provision  
calling for interest under the Loan Agreement versus the general provision in  
the Deed of Trust which contained a handwritten "Ø" on the Deed of Trust form  
evidencing the parties' intent to rely on the Loan Agreement for the accrual  
of interest.

1 obligation was going to be accelerated was not supported by the  
2 facts. Callison emailed a letter to Kirkpatrick on or about  
3 October 19, 2016 giving Kirkpatrick 10 days to cure an alleged  
4 default. In that letter, Callison also quoted provisions of the  
5 Loan Agreement permitting acceleration. While Callison's letter  
6 may not have included the words "I elect to accelerate," given  
7 the context of the letter, its timing, and Callison's  
8 frustration with Kirkpatrick's inability to meet with him,  
9 Callison's intent to accelerate is not startling.

10 Finally, Kirkpatrick argues that Callison is not entitled  
11 to interest because the Notice of Default contained inaccurate  
12 information. Kirkpatrick relies on Cal. Civ. Code § 2924.17  
13 (Deering 2018) which requires a notice of the default to be  
14 accurate and complete and supported by competent and reliable  
15 evidence. In contrast, California law does not support a waiver  
16 of interest because of an inaccuracy in a Notice of Default.  
17 Cal. Civ. Code § 2914.12 provides that before a trustee sale a  
18 borrower can bring an action for injunctive relief to enjoin a  
19 material violation of Cal. Civ. Code § 2924.17 (and other  
20 statutes).

21 No trustee sale occurred in this case before the bankruptcy  
22 was filed. So, Kirkpatrick's remedy was filing an action in  
23 Superior Court and seeking a preliminary injunction. Kirkpatrick  
24 has not provided any authority supporting his position.  
25 California courts applying this provision agree on the remedy  
26 available for violation of Cal. Civ. Code § 2924.17. See Lucioni  
27 v. Bank of Am., N.A., 3 Cal. App. 5th 150, 158; 207 Cal. Rptr.  
28 3d 418 (2016). Under Cal. Civ. Code § 2924.12, "[P]reliminary

1 injunctive relief [is] [a] principal tool for compliance. . .  
2 "). Artus v. Gramercy Towers Condo. Ass'n, 19 Cal. App. 5th 923,  
3 944; 228 Cal. Rptr. 3d 496 (2018), citing Monterossa v. Superior  
4 Court, 237 Cal. App. 4th 747, 754-55; 188 Cal. Rptr. 3d 453  
5 (2015). Kirkpatrick's argument is unpersuasive. Applying 10%  
6 interest on the obligation from October 1, 2016 to the petition  
7 date, April 24, 2017, the total interest accrued was \$8,453.19.  
8 Said sum should be included as pre-petition arrearage.

9  
10 2. Extra "Net Sale" Payments.

11 Kirkpatrick argues that Callison miscalculated the "65% of  
12 net sales" payment due in months July through September 2016.  
13 Callison counters "net sales are defined of [sic] in the  
14 contract."<sup>13</sup> Also, Callison states that the net sales definition  
15 "is implied or assumed."<sup>14</sup> Neither is correct.

16 First, there is no definition of net sales in either the  
17 Loan Agreement or the Deed of Trust. The term "net sales" is  
18 referenced in the Loan Agreement but there is no definition in  
19 that contract.

20 Second, no method of calculating net sales is provided  
21 either. To be sure, the Loan Agreement included specific limits  
22 for two deductions from net sales: wages and rent. Nevertheless,  
23 the way to calculate the minuend for the subtraction equation to  
24 reach "net sales" mentioned in the Loan Agreement is non-  
25 existent. Plus, there is no dispute that Kirkpatrick did pay a  
26 "net sales" amount to Callison for the months of July and  
27 August. Kirkpatrick also gave Callison the components of his

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<sup>13</sup> Transcript 46:16-20

<sup>14</sup> Transcript 135:4-6

1 calculation. Callison may not have agreed with those  
2 calculations, but the court is not persuaded that a controlling  
3 alternative was contained in the relevant agreements. Thus,  
4 Callison is not entitled to any additional monies representing  
5 65% of net sales during the relevant period.<sup>15</sup>

6  
7 3. Property Taxes.

8 Similarly, Callison's claim for property taxes as part of  
9 the arrearage is not supported by the agreements.

10 The Loan Agreement contains nothing about Kirkpatrick's  
11 liability for property taxes.

12 In contrast, the Deed of Trust does contain many provisions  
13 for Kirkpatrick's payment of property taxes or reimbursement to  
14 Callison for those payments. However, "the Property" referred to  
15 in those covenants is Kirkpatrick's residence – 3913 E. Pontiac  
16 Way. The obligation of a trustor to maintain property taxes on  
17 real estate which serves as collateral is commonplace. But  
18 Kirkpatrick's affirmative obligation to pay property taxes on  
19 the personal property collateral (the watercraft) is not  
20 included in the controlling agreements. Similar provisions are  
21 routinely included in a standard security agreement for personal  
22 property collateral. Not here. So, Callison is not entitled to  
23 property taxes as part of the arrearage claim.

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28 <sup>15</sup> Towards the end of the evidentiary hearing on this objection,  
Callison seemed to be resigned to the fact that he was not going to recover  
any additional "net sales" from Kirkpatrick. Transcript 155:22-156:8.

1    4. Foreclosure Costs.

2            At the trial, the court admitted documents showing that  
3 Callison had paid approximately \$3,752.00 in pre-petition  
4 foreclosure costs. Unlike the previous two items, the Loan  
5 Agreement and the Deed of Trust provide for Kirkpatrick's  
6 liability for foreclosure costs. But in this case, Callison has  
7 not persuaded the court they should be added for two reasons.

8            First, the claim itself does not include foreclosure costs  
9 as a component of the arrearage claim. While the claim can be  
10 amended to include the foreclosure costs, that was not done  
11 before the court has ruled on the claim objection. The court  
12 will not award contested parts of the claim where it is not  
13 requested.

14            Second, Callison has admitted that the Notice of Default  
15 which started the foreclosure was incorrect. So, it is likely a  
16 new foreclosure would have to proceed with corrected documents.<sup>16</sup>  
17 For those reasons, the court is not persuaded that foreclosure  
18 costs should be included in the arrearage claim at issue.

19  
20    5. Attorney's Fees.

21            Callison claims that he has expended nearly \$7,600.00 in  
22 attorney's fees protecting his security interest before the  
23 bankruptcy was filed. Both the Loan Agreement and the Deed of  
24 Trust provide for attorney's fees to Callison incurred by  
25 enforcing the agreement or protecting his security.<sup>17</sup> But the

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27            <sup>16</sup> The court assumes that it is most likely a Superior Court would  
28            enjoin the foreclosure because the Notice of Default was not accurate under  
             Cal. Civ. Code § 2924.12.

<sup>17</sup> See paragraph 12 of the Loan Agreement and paragraphs 31 and 32 of  
             the Deed of Trust.

1 court is not persuaded Callison is entitled to attorney's fees  
2 in this case for two reasons.

3 First, as with the foreclosure fees, there is nothing in  
4 the claim filed by Callison preserving his right to claim  
5 attorney's fees. Callison did attach copies of the Loan  
6 Agreement and Deed of Trust to the amended proof of claim. But  
7 there is nothing in the claim itself where Callison states he is  
8 seeking attorney's fees as part of his arrearage claim, or any  
9 claim for that matter.<sup>18</sup>

10 Even if attaching the Loan Agreement and Deed of Trust to  
11 Callison's proof of claim was enough to preserve an attorney's  
12 fees claim, the court sustains the objection to the claim of  
13 attorney's fees because Callison failed to abide by discovery  
14 orders. At the first pre-trial conference in this matter, the  
15 court was made aware that Callison was asserting attorney's fees  
16 as a portion of his arrearage claim. Kirkpatrick objected to the  
17 late addition to the claim. To resolve the objection, the court  
18 continued the pre-trial conference and ordered Callison to  
19 appear at a deposition and provide all documentation supporting  
20 the attorney's fees claim. Callison did appear for the  
21 deposition and provided an invoice for the fees incurred by one  
22 of his attorneys. However, the invoice was completely redacted.<sup>19</sup>  
23 Callison did provide an unredacted copy of the invoice at the  
24 trial. However, that was too late for any meaningful

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26 <sup>18</sup> It is noteworthy that Civil Rule 15 governing amendment of pleadings  
27 (Rule 7015) does not apply in contested matters absent a court order. The  
28 court did not enter an order permitting amendments of pleadings in this  
matter or specifically authorizing any amendment.

<sup>19</sup> Later, at the trial, a second counsel's fees was added as part of the  
exhibits Callison proposed to admit. The court sustained Kirkpatrick's  
objection to the admission of the invoice for the second attorney's services.

1 consideration and response by Kirkpatrick or his counsel. The  
2 court admitted the unredacted copy of the invoice, but because  
3 of the discovery issues, the court finds the documents  
4 unpersuasive to support adding attorney's fees as a portion of  
5 Callison's arrearage claim.<sup>20</sup> Thus, no attorney's fees shall be  
6 included in Callison's arrearage claim.

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8 6. Insurance Coverage for Sanger Boat.

9 Finally, Callison asserts that he paid \$631.00 to insure  
10 the Sanger boat which Kirkpatrick purchased as part of the  
11 transaction.<sup>21</sup> The Loan Agreement provides that full coverage  
12 insurance is required on the Sanger boat and that Kirkpatrick  
13 was to pay the insurance bill within 15 days of receipt of the  
14 bill. As mentioned, the Loan Agreement was attached to  
15 Callison's claim. The evidence of Callison's payment of this  
16 insurance was uncontroverted and not disputed by Kirkpatrick.<sup>22</sup>

17 Since insurance was paid prior to the petition and  
18 Kirkpatrick was liable for that insurance payment under the  
19 terms of the Loan Agreement, the \$631.00 shall be included as a  
20 portion of Callison's arrearage claim.<sup>23</sup>

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<sup>20</sup> See also Civil Rule 37(b)(2)(A)(ii) and (c)(Rule 7037).

23 <sup>21</sup> The evidence establishes that the Sanger boat is subject to a lien in  
24 favor of Bank of the West. The court does not make a finding that the  
25 security interest is valid because it is unnecessary for this claim  
objection. But, the existence of the lien (whether valid or not) explains the  
reason the insurance re-imbursement procedure was included in the agreements.

26 <sup>22</sup> See Callison Ex. D.

27 <sup>23</sup> Callison also asserted that he was entitled to approximately \$180.00  
28 for renewal of registrations for the watercraft. The evidence was that the  
watercraft registrations are paid bi-annually. The evidence showed that  
Callison made the payments on December 31, 2015. Callison (Ex. F). Thus, when  
Kirkpatrick agreed to purchase the watercraft the registration cost was  
"built in" to the consideration Kirkpatrick agreed to pay for the watercraft.

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1                                   **Instructions to Clerk of Court**  
2                                   **Service List - Not Part of Order/Judgment**

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4           The Clerk of Court is instructed to send the Order/Judgment  
5 or other court generated document transmitted herewith to the  
6 parties below. The Clerk of Court will send the Order via the  
BNC or, if checked   X  , via the U.S. mail.

7   Greggory Ryan Kirkpatrick  
8   3913 East Pontiac Way  
9   Fresno CA 93726

10   Michael H. Meyer  
11   PO Box 28950  
12   Fresno CA 93729-8950

13   Office of the U.S. Trustee  
14   United States Courthouse  
15   2500 Tulare Street, Room 1401  
16   Fresno CA 93721

17   Christopher Scott Callison  
18   2695 Palo Alto Ave  
19   Clovis CA 93611

20   Martin H. Gamulin  
21   191 W Shaw Ave #201  
22   Fresno CA 93704  
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